

1 Steven A. Zamsky, Esq.
2 ZAMSKY LAW FIRM
3 Suite 805, GCIC Building
4 414 West Soledad Avenue
5 Hagåtña, Guam USA 96910
6 Telephone: (671) 477-3637
7 Facsimile : (671) 472-1584

FILED
DISTRICT COURT OF GUAM

DEC 23 2002

MARY L. M. MORAN
CLERK OF COURT

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8 Attorneys for Defendant OceanAir Logistics and Lorenzo Lopez

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11 IN THE DISTRICT COURT OF GUAM

12 HANSEN HELICOPTERS, INC.,)

CIVIL CASE NO. CIV02-00029

13)
14 Plaintiff,)

15 vs.)

DEFENDANTS OCEANAIR
LOGISTICS AND LORENZO LOPEZ'S
ANSWER TO COMPLAINT

16 OCEANAIR LOGISTICS,)
17 LORENZO LOPEZ, and)
18 AMERICAN NATIONAL FIRE)
INSURANCE COMPANY,)

19 Defendants.)
20)

21 COMES NOW, Defendants OceanAir Logistics and Lorenzo Lopez (hereinafter
22 "Defendants") and files their Answer to Plaintiff Hansen Helicopters, Inc.'s (hereinafter "Hansen")
23

24 Complaint as follows:

- 25 1. Admits the allegations contained paragraphs 1, 2, 3, and 10.
26 2. These Defendants deny the allegations contained in paragraphs 4, 19, 20, 22, 23,
27 25, 26, 29, 30, 32, 34, 35, and 36.
28

5 3. These Defendants are without sufficient information to form a belief as to the truth
6 or falsity of the allegations contained in paragraphs 5, 6, 7, 11, 12, 13, 14, 15, 16, 17, 38, 39, 41,
7 42, 44, 45, 46, 47 and 49 and therefore deny the same.

8 4. With respect to the allegations contained in paragraph 8, these Defendants admit
9 that OceanAir arranged to ship the helicopter and other property from Missouri to Guam in a 40
10 foot container and that it invoiced Hansen the sum of \$5,259.86 for intermodal ocean freight and
11 that Hansen paid the invoice in full. These Defendants deny the balance of the allegation
12 contained in paragraph 8.

13 5. With respect to the allegations contained in paragraph 9, these Defendants admit
14 that it ordered insurance with Roanoke Trade Services, Inc., a broker, and that Hansen paid
15 OceanAir's invoice in full. These Defendants deny the balance of the allegations contained in
16 paragraph 9.

17 6. With respect to the allegations contained in paragraph 28, these Defendants admit
18 that included in OceanAir's invoice was the sum of \$3,125.00 for insurance. These Defendants
19 deny the balance of the allegations contained in paragraph 28.

20 **AFFIRMATIVE DEFENSES**

21 These Defendants assert the following Affirmative Defenses:

22 7. Plaintiff's Complaint fails to state facts sufficient to form a cause of action for
23 which relief can be granted.

24 8. Plaintiff's claim is barred by the doctrine of estoppel.

5 9. Plaintiff has failed to mitigate its damages.

6 10. Under the doctrine of contributory negligence, these Defendants are not liable to
7 Plaintiff.

8 11. Under the doctrine of comparative negligence, these Defendants are not liable to
9 Plaintiff.

10 12. Plaintiff assumed any risk for which it makes a claim.

11 13. Plaintiff the policy and these Defendants are, therefore, not liable to Plaintiff.

12 **WHEREFORE**, these Defendants pray that Hansen take nothing from its Complaint and
13 it be dismissed.
14

15 Dated this 18th day of December 2002.

16 **ZAMSKY LAW FIRM**
17 **Attorneys for Defendants OceanAir Logistics**
18 **and Lorenzo Lopez**

19
20 By: 

21 STEVEN A. ZAMSKY
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